

EXHIBIT

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ADDENDUM NO. 3

March 11, 1998

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Associates PC
Architects & Planning
Consultants

BARUCH ACADEMIC COMPLEX - SITE B
CONTRACT #15 - GENERAL CONSTRUCTION #1

DA # 6500 1802 2176

TO ALL BIDDERS:

This ADDENDUM is hereby included in and made part of the Contract whether or not attached thereto. All requirements of the original Specifications and Drawings shall remain in force except as noted by ADDENDA Numbers 1, 2 and 3.

THE PURPOSE OF THIS ADDENDUM IS TO CHANGE THE FOLLOWING ITEMS:

1.0 SECTION IV - FORM OF BID

1.1 Please find attached herewith the sample Warranty Services Agreement which is to be inserted at the end of this Section, after the Maintenance Alternates.

1.2 Alternates - Revise last sentence of third paragraph as follows:

A sample Warranty Services Agreement ***is attached herewith.***

2.0 SECTION VIII - SUPPLEMENTAL GENERAL REQUIREMENTS

2.2 Division 01500 subsection .08

Revise paragraphs .08B.1.b, .08B.2.c and .08B.4.c as follows:

Change 'Monoflex Sheeting' to '***Monarflex T-Plus Scaffold Sheeting***'.

Add the following sentence to the end of each paragraph:

Provide all necessary fastening components, including toggles, wedges, flexties, monostuds, cable ties, monobond sealant tape, anchors and straps, vents and door panels, that are required to ensure a complete weather resistant enclosure.

Monarflex T-Plus Scaffold Sheeting is manufactured by:

Monarflex, Inc.
80 Pine Street
Peterborough, NH 03458
800-225-7704
603-924-2179 (Fax)



3.0 SECTION XIV - SCOPE OF WORK

3.1 Section 3 (Work not included)

Add item 89 as follows:

89. Gypsum wallboard and metal studs behind wood veneer/plywood or stainless steel/plywood finish systems.

4.0 SECTION XVI - TECHNICAL SPECIFICATIONS

4.1 SECTION 07255 - SPRAY-ON FIREPROOFING

Paragraph 1.03.D.17.c - Revise item 5, and add items 6 and 7 as follows:

(5) All exterior perimeter columns.

(6) All exterior perimeter beams.

(7) And as noted.

4.2 SECTION 07255 - SPRAY-ON FIREPROOFING

Paragraph 1.03.D. - Revise items 1.b and 1.c as follows:

b. Intermediate beams.....2 Hours

c. Roof construction - beams.....1-1/2 Hours

5.0 DRAWINGS

5.1 The following sketches are to be added as attached herewith:

SK-887 through SK-926

Questions submitted by planholders that were not specifically addressed in this Addendum No. 3 are answered in the Contract Documents.

If you have any questions, please contact John McCullough of TDX Construction Corporation at (212) 679-0031.

END OF ADDENDUM NO. 3

BARUCH COLLEGE - SITE 'B'
Vertical Transportation Systems Contractor
DA#
This Agreement #

DORMITORY AUTHORITY - STATE OF NEW YORK
VERTICAL TRANSPORTATION SYSTEMS WORK
WARRANTY SERVICES AGREEMENT

THIS AGREEMENT, made on the ____ day of ___, 19__, by and between the Dormitory Authority - State of New York (hereinafter "OWNER") located at 515 Broadway, Albany, New York 12207, and _____ with its principal offices at _____ (hereinafter "CONTRACTOR").

WITNESSETH

WHEREAS, the OWNER has constructed a facility for the benefit of the City University of New York, (CLIENT), _____ College, known as _____ (the "FACILITY"), which contains certain equipment in need of warranty services , and

WHEREAS, the OWNER has the authority to provide funding for this contract as provided herein, and

WHEREAS, the CONTRACTOR is qualified to warrant and maintain the VERTICAL TRANSPORTATION SYSTEM equipment at the FACILITY, and is able to provide ongoing warranty service to ensure the proper functioning of such Equipment,

NOW THEREFORE, in consideration of the mutual undertakings and covenants herein contained, the parties agree as follows:

SECTION I

DEFINITION OF TERMS

Equipment - shall mean those items listed in Exhibit A.

Spare Parts - The CONTRACTOR shall have access to all required spare/replacement parts necessary for system repair.

Time and Material - shall mean a method of payment monthly to the CONTRACTOR for extraordinary repairs upon the FACILITY verification of completion of repair resulting from an incident outside the coverage of this agreement (i.e. disaster damage), and upon completion of program changes or modifications requested by the OWNER. Payment shall be in accordance with the CONTRACTOR'S standard published parts and labor rate schedule as identified in Exhibit B. CONTRACTOR shall provide in Exhibit B the percentage of this CONTRACT cost which is attributable Labor, and the percentage attributable to Materials. Time and Material rates shall be guaranteed for one year with annual updates throughout the term of this Agreement. All changes in the Time and Material rates, on an annual renewal shall be made only with prior written approval by the OWNER. Annual Time and Material price adjustments will be allowed in accordance with the escalation procedures identified in Section XI.1.b. of

this Agreement. The OWNER reserves the right to cancel this Agreement should prior approval not be obtained or if the OWNER deems the rates excessive.

Premises - shall be any building that has or will have VERTICAL TRANSPORTATION SYSTEM Work related Equipment.

SECTION II

WARRANTY REQUIREMENTS

1. CONTRACTOR warrants that all equipment provided hereunder will be new, i.e. not previously used.
2. CONTRACTOR warrants that each unit of equipment described in Exhibit A has been made in good workmanlike and proper manner; that it will do the work required to be done of it; that, when installed it will be in good working order free from any defects in either workmanship or material; and that CONTRACTOR will replace or repair without cost any equipment found to be defective for one hundred twenty months or the termination of this agreement, whichever is lesser.
3. The equipment described in Exhibit A shall be free from:
 - a. Defects in materials and workmanship furnished by CONTRACTOR and used in the installation thereof;
 - b. Defects arising from the selection of materials or processes of manufacture or installation;
 - c. Defects in the design thereof in view of the state of the art on the date hereof.
4. CONTRACTOR will provide full warranty maintenance service for the Equipment, including but not limited to, the furnishing of all material, labor, supervision, tools, supplies, and other expenses necessary to provide full warranty maintenance services, and repairs of every description, including inspections, adjustments, tests and replacement of parts as herein specified for all equipment covered under this CONTRACT, for an initial period of five (5) years. Full maintenance service includes all components of service, including emergency service on an as needed basis during the period of the contract, systematic examinations, adjustments, lubrication, repair and replacement of the systems component parts. This includes all components and accessories not specified but essential for the proper operation and functioning of the complete system.

At the end of the initial five (5) year period, the City University of New York, or its representative, may elect to receive assignment of this Agreement, and extend the term thereof for another five (5) period, and the CONTRACTOR agrees to this provision.
5. The only circumstance where CONTRACTOR shall not be obligated under this Agreement to repair damage at no additional cost is where such damage was caused by fire or other act of god (except that which was caused by CONTRACTOR) or by willful destruction of the Equipment by the OWNER or FACILITY employees. With respect to repair for which CONTRACTOR is not obligated under this section, the OWNER will pay monthly in arrears for any services utilized for repair and parts at CONTRACTOR'S then standard published time and materials rates as listed in Exhibit B.
6. CONTRACTOR shall provide services requested by the OWNER under this Agreement in accordance with the following:

- A. VERTICAL TRANSPORTATION SYSTEM Extended Maintenance and Services Contracts (Alternate 1 & 2). The VERTICAL TRANSPORTATION SYSTEM CONTRACTOR shall

provide an alternate bid price (Alternate #1) for a one year maintenance service contract to maintain the standard one year warranty. The contract shall include periodic maintenance (preventive and corrective), recommended spare parts and 24 hour, 7 day a week, 365 day per year basis emergency service with a maximum 3 hour response time. Emergency hours shall not be deducted from preventive maintenance time. In addition the CONTRACTOR as an alternate (Alternate #2) shall provide a bid price for maintenance and services to extend the warranty for four additional years following the first year.

B. MAINTENANCE AND REPAIRS

The maintenance services provided are to be as recommended by the equipment manufacturer and as follows:

1. PREVENTIVE MAINTENANCE & REPAIRS - ELEVATORS

The preventive maintenance specified herein is considered the minimum for all equipment. If specific equipment covered by this Contract requires additional preventive maintenance for safe reliable operation, as specified by the manufacturer, as covered by ANSI/ASME A17.1 Safety Code for Elevators and Escalators, the Contractor shall perform the required additional preventive maintenance without additional cost to Owner.

a) Weekly Requirements for Elevator Maintenance and Repair

The contractor shall make adjustments, make repairs, install replacements parts and lubricate as required.

1. Perform general inspection of machinery, sheaves, worms, gears and motors.
2. Observe operation of elevator throughout its full range and all floors it serves to test controls, safety devices, leveling, re-leveling, and other devices.
3. Empty drip pans under main oil pump, discard used oil in an EPA approved manner and check reservoir oil level.
4. Observe brake operation and adjust or repair if required.
5. Inspect and lubricate machinery, contacts, linkage and gearing.
6. Clean and inspect brushes and commutator; perform needed repairs.
7. Clean and inspect controllers, selectors, relays, connectors, contacts, solid state components, etc.
8. Ride car and observe operation of doors, leveling, door safety edges, proximity devices, pushbuttons, lights, etc.
9. Check gibs or rollers.
10. Replace all burned out lamps in elevator car, machine room, pit, hall lanterns, etc.
11. Remove litter, dust, oil, etc., from all machine room equipment.
12. Empty gland drip pans.
13. Check condition of car switch handle and replace emergency release glass if required.

14. Check governor and tape tension sheave lubrication.

15. Burned out lamps in hall lanterns, pushbuttons, car and corridor position indicators, director stations, "this car up" signs and other signal fixtures shall be supplied and installed by the Contractor. Burned out lamps in elevator cars, machine rooms and pits shall be supplied by the College and installed by the Contractor.

b) Monthly Requirements for Elevator Maintenance and Repair

1. Check door operation, clean, lubricate and adjust brakes, checks, linkages, gears, wiring motors and check keys, set screws, contacts, chains, cams and door closers.

2. Check selector. Clean, adjust and lubricate brushes, dashpots, traveling cables, chain, pawl magnets, wiring, contacts, relays, tape drive and broken tape switch.

3. Check car. Clean, adjust and lubricate car door and gate tracks, pivots, hangers, car grille, side and top exhausts.

4. Inspect interior of cab. Test intercommunication system, normal and emergency lights, fan, emergency call system or alarm and car station.

5. Visually inspect controller, contacts and relays.

6. If applicable, observe operation of signal and dispatching system. Inspect compensating hitches, buffers, rope clamps, slack cable switch, couplings, keyways, and pulleys. Check load weighing device and dispatching tape settings. Clean, adjust and lubricate as necessary.

7. Check oil level in car and counterweight oil buffers.

8. Check brushes and commutators. Inspect commutators for finish, grooving, eccentricity and mica level. If required, clean, turn or refinish commutator to provide proper commutation. Inspect brushes for tension seating and wear.

9. Check and adjust the car ventilation system; car position indicators; director stations; hall and car call buttons, hall lanterns and operation of signal and dispatching system.

c) Quarterly Requirements for Elevator Maintenance and Repair.

1. Check leveling operation. Clean and adjust leveling switches, hoistway vanes, magnets, and inductors. Repair and adjust for proper leveling.

2. Check hoistway doors. Clean, lubricate, and adjust tracks, hangers and upthrust eccentrics, linkage gibs and interlocks.

3. Inspect all fastening and ropes for wear and lubrication. Clean both governor and hoist ropes and lubricate hoist ropes if needed. Inspect all rope hitches and shackles and equalize rope tension.

4. Inspect hoist reduction gear brake and brake drum, drive sheave and motor, and any bearing wear.

5. Test alarm bell system in the car. Clean light fixtures. Inspect, clean and adjust retiring cam device, chain, dashpots, commutators, brushes, cam pivots, fastenings. Test

emergency switch (ground case if necessary). Inspect safety parts, pivots, set screws, switches, etc. Check adjustment of car and counterweight gibs, shoes or roller guides, lubricate and adjust, if necessary.

6. Lubricate compensating sheave and inspect hitches in the pit.

7. Clean all parts of safeties and lubricate moving parts to assure their proper operation. Check and adjust clearance between safety jaws and guide rails. Visually inspect all safety parts.

d) Semi-Annual Requirements for Elevator Maintenance and Repair

1. Check controllers. Clean with blower, check alignment of switches, relays, timers, contacts, hinge pins, etc. Adjust and lubricate. Check all resistance tubes and grids. Check oil in overload relays, settings and operation of overloads. Clean and inspect fuses and holders and all controller connections.

2. In hoistway examine guide rails, cams and fastening. Inspect and test limit and terminal switches. Check and adjust car shoes, gibs or roller guides. Adjust or replace as required.

3. Clean all overhead cams, sheaves, sills, bottom of platform, car tops, counterweights and hoistway walls.

4. Inspect sheaves to ensure they are tight on shafts. sound spokes and rim with hammer for cracks.

5. Examine all hoist ropes for wear, lubrication length and tension. Replace, lubricate and adjust as required to meet code requirements.

6. On tape drives, check hitches and broken tape switch.

7. Check car stile channels for bends or cracks; also car frame, cams, supports and car steadying plates.

8. Lubricate moving parts of vertical rising or collapsible car gates. Check pivot points, sheaves, guides and track for wear.

9. Lubricate guide shoe stems.

10. Check governor and tape tension sheave fastenings.

11. For bi-parting doors, clean chains, tracks and sheaves, lubricate as required. Check door contacts.

12. Check fastenings and operation of door checks, interlocks, clean and lubricate pivot points as required.

e) Annual Requirements for Elevator Maintenance and Repair

1. Thoroughly clean car and counterweight guide rails using a nonflammable or high flash point solvent to remove lint, dust and excess lubricant.

2. Remove, clean and lubricate brake cores on brakes, clean linings, if necessary and inspect for wear. Correct excess wear and adjust.

3. Inspect motor-generator and hoist motor armatures and rotor clearance. Check motor and MG set connection, and lubricate in accordance with manufacturer's instructions.
4. Drain, flush and refill oil reservoirs of each hoisting motor and motor generator.
5. Check and reset, if necessary, all brushes for neutral setting, proper quartering and spacing on commutators.
6. Check out group supervisory control systems where installed. Test and adjust the system's dispatching, scheduling and emergency service features in accordance with the manufacturer's specifications. A full report covering adjustment time intervals, dispatch times on various rams, door standing time and door opening and closing speeds shall be furnished to the Superintendent.

f) Elevator Cleaning Requirements

The entire elevator, top, bottom, hoistway doors and rails are to be cleaned, following the schedule delineated below:

1. Weekly cleaning
Clean trash from the pit and clean all overhead components.
2. Semi-Annual cleaning
Clean all overhead cams, sheaves, sills, bottom of platform, car tops, counterweights and hoistway walls.

2. PREVENTIVE MAINTENANCE & REPAIRS-ESCALATORS

The preventive maintenance specified herein is considered the minimum for all equipment specific equipment covered by this Contract requires additional preventive maintenance for safe reliable operation, as specified by the manufacturer, the Contractor shall perform the required additional preventive maintenance without additional cost to Owner.

a) Monthly Requirements for Escalator Maintenance

1. Ride escalator. Check operation for smoothness, unusual vibration or noise, condition of handrails, etc.
2. Inspect comb plates at both ends of Escalator for broken teeth and check for proper clearance between combs and step treads. Check for broken step treads.
3. Check clearance between steps and skirt panels. Look for anything (loose trim, screws or bolts) that could snag or damage clothing or cause injury. Check operation of handrail brushes.
4. Check motor for signs of overheating.
5. Inspect controller for loose leads, burned contacts, etc. Repair as required.
6. Check Escalator lighting. Replace bulbs as required.
7. Check Emergency Stop Switch for proper operation.

b) Quarterly Requirements for Escalator Maintenance and Repairs

1. Lubricate step rollers, step chain, drive gars, or chains, handrail drive chains, etc. Observe gears and chains for signs of wear, misalignment, etc. Adjust or repair as required.
2. Clean motor commutators, renew or reset brushes.
3. Run escalator in reverse direction for short period to check operation.
4. Clean controller with blower, check alignment of switches, lubricate hinge pins as required. Check all resistance tubes, grids and other controller's equipment. Check oil in overload relays, settings and operation of overloads.

c) Annual Requirements for Escalator Maintenance and Repairs

1. Remove steps as required to provide clear access to escalator pan and place steps on tarp.
2. Starting in the machine space, thoroughly clean escalator, working from top to bottom. Clean truss, incline pan, underside of steps. Clean all tracks and check the condition of tract for wear, for alignment of joints, for wheel clearance, laterally and vertically.
3. Adjust step and chain rollers as required. Adjust transfer bars or guides or replace as necessary.
4. Check step chain for wear and proper tension.
5. Check armature and rotor clearances, motor connections. Lubricate intermediate gear bearing, motor bearing and worm shaft bearing. Lubricate governor and sheave shaft bearings.
6. Check fuses, holders and controller connections.
7. At lower landing, check operation of tension carriage, condition of track and clearances and lubricate rollers and pivots as required.
8. At upper landing, check condition and lubrication of main bearings, check tightness of main sprockets on shaft, check setting and wear of tangentials and step chains guides and lubricate as required. Check handrails chain tightener, countershaft bearings and sprockets and lubricate as required.
9. Remove upper panel on each side of escalator, taking care not to scratch or gouge panel. Check handrail tension device and handrail drive assembly. Adjust and lubricate as required.

d) Escalator Cleaning Requirements

The entire escalator is to be cleaned, following the schedule delineated below:

1. Monthly cleaning
Clean escalator machine space and pit.
2. Quarterly cleaning

Clean handrails.

3. Annual cleaning

Clean motor and armature with blower or vacuum. Clean fuses, holders & controller connections.

3. WHEEL CHAIRLIFTS/MATERIAL HANDLING LIFT MAINTENANCE AND CLEANING REQUIREMENTS

Cleaning to be performed semi-annually:

- a) Clean or blow out control panels as appropriate.
- b) Clean counterweights, cables, cabs, rails, hoist, motors, reduction gears and brakes, drip pans, packing gravel, reservoirs, motors and pumps.
- c) Clean all interlocks, slack cable switches, hoistway, hoists, doors and hangers.

With respect to all units, systematic examinations, adjustments, cleaning and lubrication of all machinery, machinery spaces, hoistways, wellways and pits. Include the following minimum monthly labor for the specified maintenance services:

PE 1 to PE3	:	6 hours per unit
HPE4	:	4 hours
PE6 to PE11	:	8 hours per unit
SE12 and KE13	:	6 hours per unit
HPE14	:	4 hours
Escalators	:	6 hours per unit
Wheelchair Lifts	:	1 hour per unit
Material Handling Lift	:	1 hour per unit

4. LUBRICANTS AND CLEANING

- a) With respect to all units, use lubricants of the highest quality, the consistencies of which shall be proper for the purposes employed and for the parts to which applied. Do not employ abrasive bearing lubricants except on new parts installed and only, if, and for the period recommended by the original manufacturer of the elevator equipment.
- b) Where abrasive bearing lubricants have been employed in conformity hereto, they are to be thoroughly removed by cleaning after the working-in period has elapsed.
- c) With respect to all units, keep the guide rails clean and properly lubricated except when roller type guides are involved, no rail lubrication shall be used.
- d) With respect to all units, when necessary, renew guide shoe gibs or rollers as required to insure smooth and quiet operation. Keep properly sealed all oil reservoirs to prevent leakage. Provide approved metal containers for the storage of wiping cloths.
- e) Supply all necessary cleaning compounds, waste, cloths and other materials. Cleaning agents employed shall not be flammable nor noxious and must always be stored in approved metal containers provided by the Contractor. Owner to approve all containers and locations.

5. PERFORMANCE TIMES, LEVELING AND CONTRACT SPEED

Maintain the control system to provide smooth acceleration and retardation. Adjust elevators in accordance with the performance specifications (including floor-to-floor times, door timings, rated speed, group supervisory system, etc.). The door close pressure must never exceed 30 pounds. The following performance schedule shall be adhered to:

- a) **Contract Speed:** The contract speed shall be provided for up direction travel with full-capacity load in the elevator car. The speed in either direction under any loading condition shall not vary more than 5% of the contract speed.
- b) **Contract Capacity:** In accordance with the ASME Code, elevators shall be designed and adjusted to safely lower, stop and hold the car with a load of 125% of the rated capacity.
- c) **Door Times:** Door opening time shall be measured from the instant the doors start to open until 1" from the fully open position. The door closing time shall not be less than permitted by the ASME Code (under Rule 112.4) and the kinetic energy of the hoistway door and all parts rigidly connected thereto (includes the sum of the weights of the hoistway and car doors and related parts) computed for the average closing speed shall not exceed 7 ft. lbs. The force necessary to present closing of the hoistway door or car door from rest shall not exceed 30#. Door opening and closing times shall be as follows:

Opening	Closing
PE1 to 3	1.9 sec. 2.9 sec.
HPE 4	2.3 sec. 2.8 sec.
PE6 to 11	2.5 sec. 3.0 sec.
SE12	3.3 sec. 5.0 sec.
KE13	2.7 sec. 4.5 sec.
HPE14	1.7 sec. 2.4 sec.

- d) **Floor-to-Floor Time:** The time for the elevators to travel from floor-to-floor under any loading condition shall not exceed 9.0 seconds for PE1 to 3 for a typical floor-to-floor distance. Floor-to-floor time shall be measured from the instant the doors start to close at one floor until the car is level and stopped at the next floor. Doors shall not be more than 1/2 open before the car is level and stopped. The above times shall be obtainable with dependable, consistent operation without undue wear or stress on the equipment and without excessive maintenance. The elevator shall provide a comfortable ride with smooth acceleration retardation and a soft stop.

- e) **Leveling Accuracy:** Adjust the elevator to provide accurate leveling with 1/4" + the floor level without releveing regardless of load.

- f) **Dwell Time:** The car door shall be set up to respond as follows:

- Four (4) seconds door dwell in response to hall calls
- Three (3) seconds door dwell time for car calls.
- The car doors shall start to close within one (1) second after the door protective system has been re-established for either a car or corridor call. (Reduced non-interference timing).

6. SUPERVISORY SYSTEM

Check and test the Group Supervisory System and/or dispatching signal system quarterly to insure that all circuits and time settings are properly adjusted, and that the system performs as designed and installed by the manufacturer. Provide the Owner with annual (or more frequent, if requested) print outs of all system features including, but not limited to waiting times, response times, registered calls and any system report as requested.

7. TESTS & INSPECTIONS (GENERAL REQUIREMENTS)

a. The Contractor shall make all tests and inspections required by the New York City Administrative Code, ASME/ANSI A17.2, Inspector's Manual for Elevators and Escalators, and shall schedule those tests and inspections as required. The Contractor shall make all arrangements necessary for these tests. The Contractor shall complete the tests and submit an approved inspection certificate from the Department of Buildings to the Superintendent.

b. A College shall have the right to arrange for its own additional independent inspections and tests at any time and may request that the Contractor assist the independent inspector in the conduct of such inspections and tests. Any deficiencies discovered as a result of any inspection and tests shall be corrected immediately by the Contractor, after which the equipment shall be retested by the Contractor to verify that the deficiencies have been corrected to the satisfaction of the Superintendent. Upon completion of these inspections and tests and the correction deficiencies, the Contractor shall render a written statement to the Superintendent of the results of the inspections and tests. Any retesting required will be at no additional cost to the College.

c. It shall be the Contractor's responsibility to contact the Superintendent to establish mutually convenient dates for the performance of inspections and tests. A copy of all required filings shall be supplied to the Superintendent.

8. ELEVATOR INSPECTION AND TEST REQUIREMENTS

Required annual no load and annual governor and safety mechanisms inspections and/or tests shall be made for each elevator listed in these specifications with complete reports submitted to the Superintendent. Yearly Local Law 10 inspections and filings shall be included.

9. HYDRAULIC ELEVATORS, WHEELCHAIR LIFTS & VERTICAL RECIPROCATING CONVEYOR INSPECTION AND TEST REQUIREMENTS

The following tests shall be performed by the Contractor at the frequencies indicated. The Contractor shall test and inspect all items.

a) Semi-Annual Inspection and Test

This inspection shall be performed every six months. These Inspections and Tests shall include the requirements of A17.1 Code, Section 1004 - Routine inspections and tests of Hydraulic Elevators, the Semi-Annual Inspection above and the following:

- 1) Leveling device;
- 2) Storage Tanks;
- 3) Storage Tank Heaters;
- 4) Piping;
- 5) Cylinder & Plungers;
- 6) Door

ASME-ANSI-A.17 Section 1001 - Routine Inspection and Tests of Electric Traction Elevators shall include:

- 1) Inspection and checking of all hoist, compensating governor and selector cable.
- 2) Checking traveler cables.
- 3) Testing and pawling of all governors.
- 4) Unraveling tiller cable drum to set brakes.
- 5) Leveling Devices.
- 6) Power door operation.
- 7) Brake drum and lining.
- 8) Brake magnet coils or brake motor.

b) Annual Test

The Inspection and Tests shall include the requirements of A17.1 Code Section 1005 - Periodic Inspections and Tests of Hydraulic Elevators, the Semi-Annual Inspections above, and the following:

- 1) Inspection, general condition and performance of entire equipment and enclosures.
- 2) Hydraulic relief valve/cut-off pressure setting.
- 3) Terminal Stopping Devices.
- 4) Static Load Test.
- 5) Power Door operation.
- 6) Flexible Hose and fitting Assemblies.

10. ELECTRIC TRACTION ELEVATORS INSPECTIONS AND TESTS

The following tests shall be performed by the Contractor at the frequencies indicated. The Contractor shall test and inspect all items.

a) Semi-Annual Test

ASME-ANSI, A.17, Section 1001 - Routine Inspection and Tests of Electric Traction Elevators. Compensation for this Inspection and Test is included in the maintenance price per unit per month in Appendix "C" of the Contractor's Bid Sheet.

b) Annual Test

All applicable tests and inspections in accordance with ASME/ANSI A17.1 Section 1002, periodic inspections and tests of Electric Traction Elevators shall be performed by the Contractor.

1. Shall include all semi-annual tests above.
2. Governors shall be tagged.
3. All Local Law 10 inspections and filing of inspection forms with NYC Department of Buildings.

11. FIVE YEAR ELEVATOR INSPECTION AND TEST

Five-year inspections and tests shall be included and performed as they come due. All applicable tests and inspections in accordance with ASME/ANSI A17.1 Section 1002 shall be performed by the Contractor.

12. FIREMAN RECALL SYSTEM

Each Fireman Recall system shall be checked at least monthly, both Phase I and Phase II, by setting off a smoke detector, using the fireman switch to travel to an upper floor. Results shall be recorded in the log book provided by the College in each elevator machine room.

13. ESCALATOR INSPECTIONS AND TESTS (SEMI-ANNUAL)

This test shall be performed at least every six months. These inspections and tests shall include the requirements of ASME-ANSI, A17.1, Code Section 1007, routine Inspection and Tests of Escalators and Moving Walks and shall include the following:

- a) Panels or covers such as for balustrades, skirts, decks for newels and ceiling intersection guards.
- b) Handrail systems and handrail entry guards.
- c) Escalator steps.
- d) Normal operating inspections.
- e) All illumination, such as demarcation lights, comblights, newel lights, handrail lights or landing lights.
- f) Combplates.
- g) Threshold and pit cover plates.
- h) At lower landing, check operation of tension carriage, condition of track, and clearance. Lubricate rollers and pivots, as required.
- i) Testing and adjusting all safety switches.

14. ANNUAL ESCALATOR INSPECTION AND TEST

Contractor shall conduct an Annual Inspection and Test for each unit within sixty (60) days after the effective date of the Contract and annually thereafter. These inspections and tests shall include the requirements of ASME-ANSI, A17.1, Code Section 1008.

- a) Speed Governors. Where a speed governor is required; the governor shall be tested by manually operating the trip mechanism. the trip mechanism shall move freely for its entire required travel.
- b) Escalator Broken Step-Chain (Carriage) Device. The test of the broken step-chain device for escalators shall be performed by operating it manually.
- c) Broken Drive-chain Devices. Operation of the broken drive-chain device, where a drive chain is used, shall be tested by manually operating the actuating mechanism. The actuation device shall have free motion for its entire required travel.
- d) Stop Switches. All stop switches and mainline disconnect switches, including those in machine rooms, shall be tested for proper operation. All alarms shall also be checked for proper operation.
- e) Skirt-Obstruction Devices shall be manually operated by simulation of obstruction.

- f) Brakes. The operation of the electrically released brake shall be tested when the other safety devices are manually operated. The operation of the brake shall be observed at that time. when the brake is applied it shall stop the escalator in accordance with the requirements of the ASME-ANSI, A17.1, Code for deceleration and distance. Check the brake linings and the tension on the brake shoes or brake discs. Any adjustments required to the brake torque motor are always to be performed at running temperature.
- g) Starting switches shall be tested for proper operation and type. Keyswitchers shall be self-centering and the key cannot be removed from the run position.
- h) Reversal stop devices to prevent escalator from reversing when operating in the ascending direction shall be inspected and tested.
- i) Escalator Step Upthrust Devices. The operation of the step upthrust device shall be tested manually displacing the step, causing the device to operate.
- j) Stopped Handrail Device. The operation of the stopped hand-rail device shall be tested by manually tripping the device.
- k) The operation of the combplate switches shall be tested by manually lifting the comb plate to activate the switch.
- l) All other safety devices and switches shall be tested for proper operation and adjusted as necessary.
- m) All moving parts including but not limited to chains, belts, rollers, cables, and pulleys shall be inspected to ensure they are in proper operating condition and properly adjusted.
- n) All structural components shall be inspected to ensure that their integrity has not be compromised.

15. FIVE YEAR ESCALATOR INSPECTION AND TEST

This test shall be included and performed as it comes due. All applicable tests and inspections in accordance with ASME/ANSI A17.1 Section 1002 shall be performed by the Contractor.

- C. All VERTICAL TRANSPORTATION SYSTEMS items are to be maintained even if they were not installed under this contract.
- D. These are the minimum services required by the Owner. If additional services to maintain the warranty are required by the manufacturer they shall be provided at no additional cost.
- E. All maintenance procedures must be as per the manufacturers recommendations and local codes and not void any warranties.
- F. All maintenance procedures must be performed on all systems and equipment based on good standard industry practices or from the Owner's direction.
- G. The VERTICAL TRANSPORTATION SYSTEMS maintenance contractor(s) must coordinate their PM program with the Baruch computerized maintenance management system.
- H. The Standard terms and conditions for this extended maintenance contract are included as Appendix A and Appendix B.

SECTION III

Bond

CONTRACTOR shall be required to furnish a maintenance bond in a form acceptable to the OWNER in the sum of 100% of the annual warranty cost, conditioned that the CONTRACTOR will perform the work in accordance with the terms of this Agreement. The surety will save harmless the OWNER from any pecuniary loss resulting from the breach of any of the terms, covenants and conditions of this agreement on the part of the CONTRACTOR to be performed. The bond must be renewed on the annual anniversary date for each year of the contract. The CONTRACTOR will be obligated to provide the OWNER evidence of such bond.

SECTION IV

Reporting Procedures

1. CONTRACTOR'S servicing technicians will be required to sign in and out in accordance with the OWNER/FACILITY established procedure. The CONTRACTOR will be further obligated to provide a monthly written report to the OWNER detailing all work performed for the month. For this report the CONTRACTOR shall maintain a complete written record of all emergency callback, replacement, and repair work performed. This information shall be consolidated by the CONTRACTOR into a monthly report to the OWNER. This monthly report shall indicate the equipment worked on, date work was performed, type of work (callback, replacement or repair), brief description of the work performed, manhours expended, and materials used.

2. Local Conditions Covering Work Site

The CONTRACTOR shall cooperate with Facility administrators and personnel to prevent the entrance and exit of all workmen and/or others whose presence is forbidden or undesirable and in bringing, storing or removing of all materials and equipment, to observe all rules and regulations in force on the grounds, to avoid unnecessary dust, or accumulated debris or the undue interference with the convenience, sanitation or routine of the FACILITY (and to prevent the loss of, or damage to property of the OWNER/FACILITY and/or its employees). The CONTRACTOR shall repair any and all damage caused by CONTRACTOR to the building or property, to the full satisfaction of the OWNER.

SECTION V

Minimum Staff Requirements

1. Only Factory authorized service representatives shall be assigned to perform maintenance as stipulated in this Agreement. Service Technicians assigned by the CONTRACTOR shall be thoroughly qualified in all respects to perform the maintenance and repairs which may become necessary during the terms of this Agreement.

The CONTRACTOR shall have and maintain backup Factory authorized service representatives who are completely qualified in all respects to assume the maintenance of the equipment covered by this Agreement in the event of sickness or other causes of absence of the assigned representative.

The OWNER reserves the right to reject a technician who is not performing satisfactorily.

2. Temporary Service

In the event of a natural disaster causing severe damage to, or complete destruction of the Equipment, CONTRACTOR will respond immediately and use its best efforts to provide such temporary service as may be required by the OWNER while the equipment is being repaired. The OWNER understands that such service will be provided on a time and material basis as stated in Exhibit B.

SECTION VI

CONTRACTOR'S Representations and Warranties

1. The CONTRACTOR is authorized to warrant and capable to maintain the OWNER's equipment described in Exhibit A;
2. The CONTRACTOR will warrant, maintain/repair & replace equipment in accordance with the terms and conditions of this Agreement.
3. During the term of this Agreement, the CONTRACTOR will maintain and make available to the OWNER necessary levels of manpower to ensure proper performance by the CONTRACTOR of its obligations and responsibilities under this Agreement.

SECTION VII

Force Majeure

Neither party will be liable for losses, defaults, or damages under this Agreement which result from delays in performing, or inability to perform, all or any of the obligations or responsibilities imposed upon it pursuant to the terms and conditions of this Agreement, due to or because of acts of God, the public enemy, earthquake, floods, typhoons, civil strife, fire or any cause beyond the reasonable control of the party that was so delayed in performing or so unable to perform provided that such party was not negligent and shall have used reasonable effort to avoid and overcome such cause. Each party will resume full performance of such obligations and responsibilities promptly upon removal of any such cause.

SECTION VIII

Limitations of Liabilities

1. The CONTRACTOR shall indemnify and save harmless the OWNER, the CLIENT and their employees from suits, actions, damages, and costs of every name and description relating to or in any way connected with its performance under this Agreement, and the OWNER may retain and pay such monies from the amount due the CONTRACTOR as may be necessary to satisfy any claim for damages, costs and the like asserted against the OWNER, the CLIENT and their employees. The OWNER shall not be liable for any special or consequential damages arising directly or indirectly from this Agreement, or from the performance of the OWNER or others under this Agreement provided however that the CONTRACTOR shall not be obligated to indemnify the OWNER/CLIENT for their own negligence, if any.

2. Insurance

The CONTRACTOR shall at its own expense, obtain and maintain in full force and effect, insurance, on an occurrence and not on a claims made basis, for liability for damages imposed by law, of the kinds and in the amounts hereinafter provided with insurance companies licensed to do such business in the State

covering all operations under the AGREEMENT whether performed by the CONTRACTOR or by subcontractors. The kinds and amount of insurance are as follows:

Workers' Compensation Insurance. A policy covering the obligations of the CONTRACTOR in accordance with the Workers' Compensation Law and the Disability Benefits Law covering all operations under this AGREEMENT, whether performed by the CONTRACTOR or by its subcontractor.

Liability and Property Damage Insurance. Each policy having limits of not less than:

Bodily Injury Liability

Each Occurrence.....\$1,000,000

Property Damage

Each Incident.....\$1,000,000

Liability Aggregate.....\$1,000,000

for all damages arising during the policy period, shall be furnished in the types specified, viz:

- (1) The Contractor's Liability Insurance issued to and covering the liability (a) for damages imposed by law upon the CONTRACTOR, and (b) including in such liability insurance policy the related provisions in Specifications with regard to indemnifying and holding the OWNER and others harmless from any suits, actions, damages and costs of every name and description with respect to all Work performed by the CONTRACTOR and its subcontractor under the Agreement;
- (2) The Contractor's Liability Insurance issued to and covering the liability of damages imposed by law upon each subcontractor with respect to all Work performed by said subcontractor under the Agreement;
- (3) The Contractor's Protective Liability Insurance issued to and covering the liability for damages imposed by law upon the CONTRACTOR with respect to all Work under the Agreement performed for the CONTRACTOR by subcontractors;
- (4) Protective Liability Insurance issued to and covering the liability for damages imposed by law upon the OWNER, the CLIENT and all employees of the OWNER and CLIENT both officially and personally, with respect to all operations under the Agreement by the CONTRACTOR or its employees, including omissions and supervisory acts of the OWNER and CLIENT;
- (5) Completed Operations' Liability Insurance issued to and covering the liability for damages imposed by law upon the CONTRACTOR and each subcontractor arising between the date of the final cessation of the Work and the date of final acceptance thereof, out of that part of the Work performed by each. Before commencing the Work, the CONTRACTOR shall furnish to the OWNER a certificate or certificates of insurance, in a form satisfactory to the OWNER, showing that the CONTRACTOR has complied with this Article, which certificate or certificates shall provide that the policies shall not be changed or canceled or coverage terminated for any reason including expiration of the policy until thirty days after written notice has been received by the OWNER. Any notice shall be addressed to the Dormitory Authority - State of New York, Risk Management Unit, 515 Broadway, Albany, New York 12207, and copied to the Contracts Unit at same address, and shall be mailed via certified mail.

SECTION IX

Inspection

1. The quality of maintenance service shall be subject to inspection by the OWNER or its Representative. If it is found that the quality of the maintenance service being performed is not satisfactory, and that the requirements of this Agreement are not being met, the CONTRACTOR will be notified of these deficiencies in writing, and it shall be the CONTRACTOR's responsibility to make the necessary corrections within ten (10) working days after receipt of such notice. In the event that the deficiencies have not been corrected within ten (10) working days, the OWNER may terminate this Agreement, and employ a Contractor to place the equipment in a satisfactory condition. The existing CONTRACTOR and his surety shall be liable to the OWNER for such cost causing the maintenance bond to be invoked.
2. During each year of the Agreement and optional five-year renewal, two maintenance and safety inspection will be performed by a company designated by the OWNER. The CONTRACTOR shall accompany this inspector for a review of all equipment covered under this Agreement. At the conclusion of this inspection, the OWNER shall give the CONTRACTOR written notice of any deficiencies found, and it shall be the CONTRACTOR'S responsibility to make the necessary corrections within ten (10) working days after receipt of such notice. In the event the deficiencies have not been corrected within ten (10) working days, the OWNER may terminate this Agreement, and employ a Contractor to place the equipment in a satisfactory condition. The existing CONTRACTOR and its surety shall be liable to the OWNER for such cost causing the maintenance bond to be invoked.
3. Periodic inspection of the equipment as required by the Life Safety Code shall be performed by the CONTRACTOR. The CONTRACTOR shall provide personnel who are familiar with the equipment to perform tests. The tests shall be conducted in the presence of the inspector designated by the OWNER. It will be the responsibility of the CONTRACTOR to determine when these tests are due. After completion of the required tests, the CONTRACTOR is required to submit a document to the OWNER providing at a minimum the following information (The document may be the CONTRACTOR's standard):
 - a. Type of test.
 - b. Name of organization performing test.
 - c. Address of the FACILITY being tested.
 - d. Indicate date test was made.
 - e. Signature of individual performing tests.
 - f. Any additional remarks that are applicable.
 - g. Name of the OWNER/FACILITY representative witnessing the tests.

SECTION X

Drawings and Wiring Diagrams

1. At the expiration of this Agreement, the CONTRACTOR shall turnover to the OWNER two (2) copies of all such drawings, schematics, wiring diagrams, operation manuals and similar technical materials,

completely revised and to the date of expiration of the Agreement, covering each and all related equipment covered by such Agreement. All such technical materials shall faithfully represent the then current "as modified" condition of all the OWNER's equipment which is covered by such CONTRACTOR.

2. Any and all drawings and wiring diagrams furnished the CONTRACTOR by the OWNER or drawings and wiring diagrams prepared by the CONTRACTOR for work under the Agreement shall be considered the property of the OWNER and shall be accessible to the OWNER at all times, and be turned over to the OWNER upon demand.

Section XI

1. WARRANTY PAYMENTS

a. The annual payment for warranty service under this Agreement (including the furnishing of all parts and labor necessary for repair and maintenance of the Equipment) for the first year of maintenance shall be \$ _____. The annual payment for warranty services under this Agreement (including the furnishing of all parts and labor necessary for testing, repair and maintenance of the Equipment) for the subsequent years of warranty services shall be:

Second year	\$ _____
Third year	\$ _____
Fourth year	\$ _____
Fifth year	\$ _____

b. The maximum annual warranty services charge (including the furnishing of all parts and labor necessary for testing, repair and maintenance of the Equipment) for the first year of the term of this Agreement, and for each subsequent year, shall be increased or decreased in labor by the percentage of increase or decrease in the then current and published straight-time hourly rate for the CONTRACTOR, as compared with the rate for the previous fiscal year and in effect on the annual anniversary date. The straight-time hourly rate for the CONTRACTOR shall be the actual hourly rate paid to such, plus additive fringe benefits which may include, but are not limited to, pensions, vacation, paid holidays, group life insurance, sickness, and accident insurance and hospitalization insurance. The material portion of the agreement price shall be increased or decreased by the percentage of increase or decrease in the current Consumer Price Index (CPI) for Northeast New York/New Jersey. In the event that such index should be discontinued or materially altered in methods of compilation, the figure to be used on each such yearly anniversary shall be the applicable figure taken from that index in general use which is most closely comparable to such CPI Index.

c. The annual warranty services rate for any year shall be adjusted to reflect the current size and units in the system being serviced.

2. Payment

Payment for all services provided by CONTRACTOR shall be made in accordance with usual OWNER practice upon the submission of vouchers provided by the CONTRACTOR. To qualify for prompt payment, the CONTRACTOR shall submit vouchers to the OWNER at the above address.

SECTION XII

1. Warranty Services Credit

Upon the CONTRACTOR's failure to provide service as specified in Section II.6.m.i, ii, Emergency Service, OWNER shall be entitled to a credit of fifty (50) dollars for each hour of delay beyond the allowed response time for each occurrence.

2. Failure to Comply

a. In the event the CONTRACTOR defaults in any material respect in performing its obligations and responsibilities under this Agreement, OWNER shall be released from all obligations to the CONTRACTOR hereunder, including any obligations to make payments of any kind to the CONTRACTOR. The OWNER shall be entitled to compensatory damages as enumerated in section II if the contract is terminated as a result of the CONTRACTOR'S non-performance or unsatisfactory performance. In addition, to any other damages, the CONTRACTOR shall be responsible for any sums the OWNER pays another Contractor to perform the agreed upon services. In addition to any other remedies available, such amounts may be deducted from any amounts due to the CONTRACTOR. Cancellation of this Agreement is not a pre-condition for this provision to be effective.

b. The OWNER shall have the right, at its sole discretion, to terminate the contract for cause or convenience upon seven (7) days written notice to the CONTRACTOR.

SECTION XIII

Executory Clause

This Agreement shall be deemed executory only to the extent of money available to the OWNER for performance of the terms hereof and no liability on account thereof shall be incurred by the OWNER beyond monies available for the purpose thereof.

Section XIV

Term

The term of this Agreement shall commence upon execution of this Agreement and continue for a period of five (5) years from that date. Sixty (60) days prior to the end of the term, the CONTRACTOR shall inform the OWNER of its option to renew. The OWNER shall notify the CONTRACTOR of its intention to renew for the next five (5) years.

SECTION XV

1. Exhibit A

Those items of equipment covered under maintenance.

2. Exhibit B

Time and Material and Standard Parts list.

3. Appendix A

Additional contract items.

4. Appendix B

The Warranty Service Contract General Conditions are a part of this Agreement.

5. Entire Agreement

This Agreement constitutes the entire Agreement between the parties thereto and no statement, promise, condition, understanding, inducement or representation, oral or written, expressed or implied, which is not contained herein shall be binding or valid and this Agreement shall not be changed, modified or altered in any manner except by an instrument in writing executed by both parties hereto.

6. Assignment of Administrative Function

The OWNER reserves the right and the CONTRACTOR acknowledges and agrees that the OWNER has the right to assign the administrative and operational oversight of this Agreement to The City University of New York or its designated representative.

In witness whereof, the OWNER and the CONTRACTOR have caused this Agreement and Exhibits A-B and Appendix A-B to be executed by their respective officers hereunto duly authorized, all as of the day and year first written above.

CONTRACTOR: _____

By: _____

Title: _____

DORMITORY AUTHORITY: _____

By: _____

Title: _____

WWR/pmh

3/9/98

ACKNOWLEDGMENT OF OFFICER OF OWNER EXECUTING CONTRACT

STATE OF NEW YORK)
COUNTY OF ALBANY) ss:

On the _____ day of _____ in the year 19 ____, before me personally came SAM R. DAVIDSON, to me known, who, being by me duly sworn, did depose and say that he resides at 35 Kennedy Drive, Colonie, New York 12205; that he is the Deputy Executive Director, Construction of Dormitory Authority, the corporation described in and which executed the above instrument; and that he signed his name thereto by order of the Board of Directors of said corporation.

Notary Public

ACKNOWLEDGMENT OF INDIVIDUAL, IF A CORPORATION

STATE OF NEW YORK)
COUNTY OF _____) ss:

On this _____ day of _____ in the year 19 ____, before me personally came _____ to me known, who, being by me duly sworn, did depose and say that (s)he resides at _____, that (s)he is the _____ of _____, the corporation described in and which executed the above instrument; and that (s)he signed her/his name thereto by order of the Board of Directors of said corporation.

Notary Public

ACKNOWLEDGMENT OF INDIVIDUAL, IF A PARTNERSHIP

STATE OF _____)
COUNTY OF _____)ss:.

On the _____ day of _____ in the year 19 ____, before me personally came _____ to me known and known to me to be a member of the firm _____, described in and who executed the foregoing instrument, and (s)he duly acknowledged to me that (s)he executed the same for and in behalf of said firm for the uses and purpose mentioned therein.

Notary Public

ACKNOWLEDGMENT OF INDIVIDUAL, IF AN INDIVIDUAL

STATE OF _____)
COUNTY OF _____)ss:

On the _____ day of _____ in the year 19 ____, before me personally came _____, to me known and known to me to be the person described in and who executed the foregoing instrument and (s)he duly acknowledged that (s)he executed the same.

Notary Public

**CERTIFICATION OF NON-SEGREGATED FACILITIES;
NON-DISCRIMINATION IN EMPLOYMENT IN NORTHERN IRELAND
COMPLIANCE WITH FEDERAL EQUAL EMPLOYMENT OPPORTUNITY ACT;
COMMITMENT TO NEW YORK STATE BUSINESS ENTERPRISE;
AND NON-COLLUSIVE BIDDING REQUIREMENT**

1. The CONSTRUCTION MANAGER certifies that the CONSTRUCTION MANAGER or its Subconsultant does not, nor shall not, maintain or provide for the employees of such CONSTRUCTION MANAGER or Subconsultant any segregated facilities at any establishments, of such CONSTRUCTION MANAGER or Subconsultant, and that the CONSTRUCTION MANAGER or Subconsultant shall not permit any employees, of such CONSTRUCTION MANAGER or Subconsultant, to perform services at any location, under the control of such CONSTRUCTION MANAGER or Subconsultant, where segregated facilities are maintained. The CONSTRUCTION MANAGER or Subconsultant agrees that a breach of this certification is a violation of the equal opportunity clauses of the Agreement. The CONSTRUCTION MANAGER or Subconsultant further agrees that, except in any instance in which the CONSTRUCTION MANAGER or Subconsultant has obtained identical certifications from proposed Subconsultants for specific time periods, such Consultants or Subconsultant shall obtain identical certifications from proposed Subconsultants prior to the award of subcontracts exceeding Ten Thousand Dollars (\$10,000.00); that such CONSTRUCTION MANAGER or Subconsultant shall retain such certifications in the files of such CONSTRUCTION MANAGER or Subconsultant.

2. The CONSTRUCTION MANAGER or Subconsultant further stipulates that it, and any individual or legal entity in which the CONSTRUCTION MANAGER or Subconsultant holds a ten percent (10%) or greater ownership interest and any such entity that holds such an interest in the CONSTRUCTION MANAGER or the Subconsultant, either:

- (i) has no business operations in Northern Ireland; or
- (ii) shall take all lawful steps in good faith to conduct any business operations it has or in which it has such an interest in Northern Ireland in accordance with the MacBride Fair Employment Principles as set forth in Chapter 807 of the Laws of 1992 and shall permit any independent monitoring of its compliance with said Principles.

3. The CONSTRUCTION MANAGER attests to its compliance with the Federal Equal Employment Opportunity Act of 1972 (P.L. 92-261), as amended.

4. It is the policy of New York State to maximize opportunities for the participation of New York State business enterprises, including minority and women-owned business enterprises as bidders, subcontractors, and suppliers on its procurement contracts. Information on the availability of New York State subcontractors and suppliers, including the Directory of Certified Minority and Women-Owned Business Enterprises, is available from the New York State Department of Economic Development.

5. The Omnibus Procurement Act of 1992 (as amended) requires that by signing this bid/proposal, the CONSTRUCTION MANAGER certifies that whenever the total bid amount is greater than \$1million:

The CONSTRUCTION MANAGER has made reasonable efforts to encourage the participation of New York State Business Enterprises as suppliers and subcontractors on this project, and has retained the documentation of these efforts to be provided upon request to the Owner.

The CONSTRUCTION MANAGER agrees to make reasonable efforts to provide notification to New York State residents of employment opportunities on this project through listing any such positions with the Job Service Division of the New York State Department of Labor, or providing such notification in such manner as is consistent with existing collective bargaining contracts or agreements. The CONSTRUCTION MANAGER agrees to document these efforts and to provide said documentation to the Owner upon request.

On contracts of One Million Dollars or more, the CONSTRUCTION MANAGER acknowledges notice of the requirement to cooperate with New York State in efforts to obtain offset credits from foreign countries as a condition of contract award.

6. In accordance with Section 139-d of the State Finance Law, if this contract was awarded based upon the submission of bids, the CONSTRUCTION MANAGER warrants, under penalty of perjury, that its bid was arrived at independently and without collusion aimed at restricting competition. The CONSTRUCTION MANAGER further warrants that, at the time the CONSTRUCTION MANAGER submitted its bid, an authorized and responsible person executed and delivered to the Owner a non-collusive bidding certification on the CONSTRUCTION MANAGER behalf.

NOTE: The penalty for making false statements in offers is prescribed in 18 U.S.C. 1001.

(Name and Title of Certifier-Please Type)

(Signature)

(Date)

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**Request for Taxpayer
Identification Number and Certification**

Give this form to
the requester. Do
NOT send to IRS

Type Print Phase	Name (If joint names, list first and circle the name of the person or entity whose number you enter in Part I below. See instructions on page 2 if your name has changed.)	
	Business name (Sole proprietors see instructions on page 2.) (If you are exempt from backup withholding, complete this form and enter "EXEMPT" in Part II below.)	
	Address (number and street)	List account number(s) here (optional)
	City, state, and Zip code	

Part I	Taxpayer Identification Number (TIN)	Part II																				
<p>Enter your TIN in the appropriate box. For individuals, this is your social security number (SSN). For sole proprietors, see the instructions on page 2. For other entities, it is your employer identification number (EIN). If you do not have a number, see How To Obtain a TIN below.</p> <p>Note: If the account is in more than one name, see the chart on page 2 for guidelines on whose number to enter.</p>		<p>For Payees Exempt From Backup Withholding (See Exempt Payees) and Payments on page 2)</p>																				
<p>Social security number</p> <table border="1"> <tr> <td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td> </tr> </table> <p>OR</p> <p>Social security number</p> <table border="1"> <tr> <td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td> </tr> </table>																						<p>Requester's name and address (optional)</p>

Certification - Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and
- I am not subject to backup withholding because (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding.

Certification instructions.—You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because of underreporting interest or dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, the acquisition or abandonment of secured property, contributions to an individual retirement arrangement (IRA), and generally payments other than interest and dividends, you are not required to sign the Certification, but you must provide your correct TIN. (Also see Signing the Certification on page 2.)

Sign

Here Signature

Date

Section references are to the Internal Revenue Code.
Purpose of Form.—A person who is required to file an information return with the IRS must obtain your current TIN to report income paid to you, real estate transactions, mortgage interest you paid, the acquisition or abandonment of secured property, or contributions you made to an IRA. Use Form W-9 to furnish your correct TIN to the requester (the person asking you to furnish your TIN) and, when applicable, (1) to certify that the TIN you are furnishing is correct (or that you are waiting for a number to be issued), (2) to certify that you are not subject to backup withholding, and (3) to claim exemption from backup withholding if you are an exempt payee. Furnishing your correct TIN and making the appropriate certifications will prevent certain payments from being subject to backup withholding.

Note. If a requester gives you a form other than a W-9 to request your TIN, you must use the requester's form.

How to Obtain a TIN.—If you do not have a TIN, apply for one immediately. To apply, get Form SS-5, Application for Social Security Card (for individuals), from your local office of the Social Security Administration, or Form SS-4, Application for Employer Identification Number (for businesses and all other entities), from your local IRS office.

To complete Form W-9 if you do not have a TIN, write "Applied for" in the space for the TIN in Part I, sign and date the form, and give it to the requester. Generally, you will then have

60 days to obtain a TIN and furnish it to the requester. If the requester does not receive your TIN within 60 days, backup withholding, if applicable, will begin and continue until you furnish your TIN to the requester. For reportable interest or dividend payments, the payer must exercise one of the following options concerning backup withholding during this 60-day period. Under option (1), a payer must backup withhold on any withdrawals you make from your account after 7 business days after the requester receives this form back from you. Under option (2), the payer must backup withhold on any reportable interest or dividend payments made to your account, regardless of whether you make any withdrawals. The backup withholding under option (2) must begin no later than 7 business days after the requester receives this form back. Under option (2), the payer is required to refund the amounts withheld if your certified TIN is received within the 60-day period and you were not subject to backup withholding during that period.

Note. Writing "Applied for" on the form means that you have already applied for a TIN OR that you intend to apply for one in the near future. As soon as you receive your TIN, complete another Form W-9, include your TIN, sign and date the form, and give it to the requester.

What Is Backup Withholding?—Persons making certain payments to you after 1992 are required to withhold and pay to the IRS 31% of such payments under certain conditions. This is called "backup withholding." Payments that could be subject to backup withholding include interest,

dividends, broker and barter exchange transactions, rents, royalties, nonemployee compensation, and certain payments from fishing boat operators, but do not include real estate transactions.

If you give the requester your correct TIN, make the appropriate certifications, and report all your taxable interest and dividends on your tax return, your payments will not be subject to backup withholding. Payments you receive will be subject to backup withholding if:

- You do not furnish your TIN to the requester, or
- The IRS notifies the requester that you furnished an incorrect TIN, or
- You are notified by the IRS that you are subject to backup withholding because you failed to report all your interest and dividends on your tax return (for reportable interest and dividends only), or
- You do not certify to the requester that you are not subject to backup withholding under 3 above (for reportable interest and dividend accounts opened after 1983 only), or
- You do not certify your TIN. This applies only to reportable interest, dividend, broker, or barter exchange accounts opened after 1983, or broker accounts considered inactive in 1983.

Except as explained in 5 above, other reportable payments are subject to backup withholding only if 1 or 2 above applies. Certain payees and payments are exempt from backup withholding and information reporting. See Payees and Payments Exempt From

Instructions. Below, if you are an exempt payee. Payees and payments are exempt from backup withholding. The following is a list of payees exempt from backup withholding and for which no information reporting is required. For interest and dividends, all listed payees are exempt except item (9). For broker transactions, payees listed in (1) through (13) and a person registered under the Investment Advisers Act of 1940 who regularly acts as a broker are exempt. Payments subject to reporting under sections 6041 and 6041A are generally exempt from backup withholding only if made to payees described in items (1) through (7), except a corporation that provides medical and health care services or bills and collects payments for such services is not exempt from backup withholding or information reporting. Only payees described in items (2) through (8) are exempt from backup withholding for barter exchange transactions, patronage dividends, and payments by certain fishing boat operators.

- (1) A corporation.
- (2) An organization exempt from tax under section 501(a), or an IRA, or a custodial account under section 403(b)(7).
- (3) The United States or any of its agencies or instrumentalities.
- (4) A state, the District of Columbia, a possession of the United States, or any of their political subdivisions, agencies, or instrumentalities.
- (5) A foreign government or any of its political subdivisions, agencies, or instrumentalities.
- (6) An international organization or any of its agencies or instrumentalities.
- (7) A foreign central bank of issue.
- (8) A dealer in securities or commodities required to register in the United States or a possession of the United States.
- (9) A futures commission merchant registered with the Commodity Futures Trading Commission.
- (10) A real estate investment trust.
- (11) An entity registered at all times during the tax year under the Investment Company Act of 1940.
- (12) A common trust fund operated by a bank under section 584(a).
- (13) A financial institution.
- (14) A middleman known in the investment community as a nominee or listed in the most recent publication of the American Society of Corporate Secretaries, Inc., Nominee List.
- (15) A trust exempt from tax under section 664 or described in section 4947.

Payments of dividends and patronage dividends generally not subject to backup withholding include the following:

- Payments to nonresidential aliens subject to withholding under section 1441
- Payments to partnerships non engaged in a trade or business in the United States and that have at least one nonresidential partner.
- Payments of patronage dividends not paid in money
- Payments made by certain foreign organizations
- Payments of interest generally not subject to backup withholding include the following:
- Payments of interest on obligations issued by individuals

Note. You may be subject to backup withholding if this interest is \$600 or more and is paid in the course of the payer's trade or business and you have not provided your correct TIN to the payer.

- Payments of tax-exempt interest (including exempt interest dividends under section 852)
- Payments described in section 8049(b)(5) to nonresident aliens
- Payments on tax-free covenant bonds under section 1451
- Payments made by certain foreign organizations.
- Mortgage interest paid by you.

withholding. For details, see sections 6041, 6041A, 6050, 6050A, 6050B, 6050C, 6050D, 6050E, 6050F, 6050G, 6050H, and their regulations.

Penalties

Failure to Furnish TIN.—If you fail to furnish your correct TIN to a requester, you are subject to a penalty of \$50 for each such failure unless your failure is due to reasonable cause and not to willful neglect.

Civil Penalty for False Information With Respect to Withholding.—If you make a false statement with no reasonable basis that results in no backup withholding, you are subject to a \$500 penalty.

Criminal Penalty for Falsifying Information.—Willfully falsifying certifications or affirmations may subject you to criminal penalties including fines and/or imprisonment.

Misuse of TINs.—If the requester discloses or uses TINs in violation of Federal law, the requester may be subject to civil and criminal penalties.

Specific Instructions

Name.—If you are an individual, you must generally provide the name shown on your social security card. However, if you have changed your last name, for instance, due to marriage, without informing the Social Security Administration of the name change, please enter your first name, the last name shown on your social security card, and your new last name.

If you are a sole proprietor, you must furnish your individual name and either your SSN or EIN. You may also enter your business name or "doing business as" name on the business name line. Enter your name(s) as shown on your social security card and/or as it was used to apply for your EIN on Form SS-4.

Signing the Certification.—

1. Interest, Dividend, Broker, and Barter Exchange

Accounts Opened Before 1984 and Broker Accounts Considered Active During 1983. You are required to furnish your correct TIN, but you are not required to sign the certification.

2. Interest, Dividend, Broker, and Barter Exchange Accounts Opened After 1983 and Broker Accounts Considered Inactive During 1983. You must sign the certification or backup withholding will apply. If you are subject to backup withholding and you are merely providing your correct TIN to the requester, you must cross out item 2 in the certification before signing the form.

3. Real Estate Transactions. You must sign the certification. You may cross out item 2 of the certification.

4. Other Payments. You are required to furnish your correct TIN, but you are not required to sign the certification unless you have been notified of an incorrect TIN. Other payments include payments made in the course of the requester's trade or business for rents, royalties, goods (other than bills for merchandise), medical and health care services, payments to a nonemployee for services (including attorney and accounting fees), and payments to certain fishing boat crew members.

5. Mortgage Interest Paid by You, Acquisition or Abandonment of Secured Property, or IRA Contributions. You are required to furnish your correct TIN, but you are not required to sign the certification.

6. Exempt Payees and Payments. If you are exempt from backup withholding, you should complete this form to avoid possible erroneous

nonrecognition or property not subject to backup withholding, give requester a completed Form W-9, Certificate of Foreign Status.

7. TIN "Applied for." Follow the instructions under How to Obtain a TIN, on page 1, and sign and date this form.

Signature.—For a joint account, only the person whose TIN is shown in Part I should sign.

Privacy Act Notice.—Section 6109 requires you to furnish your correct TIN to persons who must file information returns with the IRS to report interest, dividends, and certain other income paid to you, mortgage interest you paid, the acquisition or abandonment of secured property, or contributions you made to an IRA. The IRS uses the numbers for identification purposes and to help verify the accuracy of your tax return. You must provide your TIN whether or not you are required to file a tax return. Payors must generally withhold 31% of taxable interest, dividend, and certain other payments to a payee who does not furnish a TIN to a payer. Certain penalties may also apply.

What Name and Number to Give the Requester

For this type of account: Give name and SSN of:

1. Individual	The individual
2. Two or more individuals (joint account)	The actual owner of the account or, if combined funds, the first individual on the account.
3. Custodian account of a minor (Uniform Gift to Minors Act)	The minor ²
4. a. The usual revocable savings trust (grantor is also trustee)	The grantor-trustee ¹
b. So-called trust account that is not a legal or valid trust under state law.	The actual owner ¹
5. Sole proprietorship	The owner ¹

For this type of account: Give name and EIN of:

6. Sole proprietorship	The owner ¹
7. A valid trust, estate, or pension trust.	Legal entity ¹
8. Corporate	The corporation
9. Association, club, The organization religious, charitable, educational, or other tax-exempt organization	The organization
10. Partnership	The partnership
11. A broker or registered	The broker or nominee
12. Account with the The public entity Department of Agriculture in the name of a public entity (such as a state or local government, school district or person) that receives agricultural program payments	The public entity

¹ List first and circle the name of the person whose number you furnish.

² Circle the minor's name and furnish the minor's SSN.

³ Show you individual name. You may also enter your business name. You may use your SSN or EIN.

⁴ List first and circle the name of the legal trust, estate, or pension trust. (Do not furnish the TIN of the personal representative or trustee unless the legal entity itself is not designated in the account title).

Note: If no name is circled when there is more than one name, the number will be considered to be that of the first name listed.

EXHIBIT A

1. List of equipment includes the following items and components thereof and all other mechanical and electrical equipment, including, but not limited to the following:
(Omissions or incorrect quantities in the equipment listed in this Exhibit shall not relieve the contractor from performing the testing and maintenance on the omitted equipment. Contractor shall perform the required work as if fully and correctly set forth in this Exhibit).

Nine (9) Gearless Traction Passenger Elevators
Two (2) Holeless Hydraulic Passenger Elevators
Two (2) Geared Traction Service Elevators
Ten (10) Escalators with 40" wide step width
Four (4) Vertical Wheelchair Lifts
One (1) Vertical Reciprocating Conveyor

EXHIBIT B

1. Contractors current published straight hourly rate and overtime hourly rate.

Straight time hourly rated:

Overtime hourly rate:

Percentage of contract price attributable to labor:

Percentage of contract price attributable to materials:

Cost of standard replacement parts (contractor must provide a list of standard replacement parts).

(See base specifications for spare parts list). Spare parts are by owner.

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APPENDIX "A"
ADDITIONAL ITEMS

1. LABOR LAW PROVISIONS

- a. It is hereby agreed that all applicable provisions of the Labor Law of the State of New York shall be carried out in performance of the Work.
- b. The CONTRACTOR specifically agrees, as required by Labor Law, Sections 220 and 220-d as amended, that:
 - (1) no laborer, workmen, or mechanic, in the employ of the CONTRACTOR, SubCONTRACTOR, or other person doing or contracting to do the whole or any part of the work contemplated by this Agreement shall be permitted or required to work more than eight (8) hours in any one (1) calendar day or more than five (5) days in any one week, except in the emergencies set forth in the Labor Law;
 - (2) the wages paid for legal day's work shall be not less than the prevailing rate of wages as defined by law;
 - (3) the minimum hourly rate of wages to be paid shall be not less than that stated in this Agreement and shall be designated by the Industrial Commissioner of the State of New York; and
 - (4) the CONTRACTOR and every SubCONTRACTOR shall post in a prominent and accessible place on the Site, a legible statement of all minimum wage rates and supplements to be paid or provided for the various classes of laborers and mechanics to be engaged in the Work and all deductions, if any, required by law to be made from unpaid wages actually earned by the laborers and mechanics so engaged.
- c. The minimum wage rates, if any, herein specified for apprentices shall apply only to persons working with the tools of the trade which said persons are learning under the direct supervision of journeyman mechanics. Except as otherwise required by law, the number of apprentices in each trade or occupation employed by the CONTRACTOR or any SubCONTRACTOR shall not exceed the number submitted by the applicable standards of the New York State Department of Labor, or, in the absence of said standards, the number permitted under the usual practice prevailing between the unions and the employer's association of the respective trades or occupations.
- d. All employees of the CONTRACTOR and each SubCONTRACTOR shall be paid in accordance with the provisions of the Labor Law. All payments shall be made in cash, except a payment may be made by check upon a certificate of the Industrial Commissioner of the State of New York. Certified payroll copies shall be provided to the OWNER upon request.
- e. The CONTRACTOR agrees that, in case of underpayment of wages to any worker engaged in the Work by the CONTRACTOR or any SubCONTRACTOR, the OWNER shall withhold from the CONTRACTOR, out of payments due, an amount sufficient to pay said worker the difference between the wages required to be paid under this Agreement and rates actually paid said worker for the total number of hours worked and that the OWNER may disburse said amount so withheld by the OWNER for and on account of the

CONTRACTOR to the employees to whom said amount is due. The CONTRACTOR further agrees that the amount to be withheld pursuant to this paragraph may be in addition to the percentages to be retained by the OWNER pursuant to other provisions of this Agreement.

- f. Pursuant to subdivision 3 of section 220 and section 220-d of the Labor Law this Agreement may be forfeited and no sum paid for any work done thereunder on a second conviction for willfully paying less than:
 - (1) the stipulated wage scale as set forth in Labor Law; Section 220, subdivision 3, as amended, or
 - (2) less than the stipulated minimum hourly wage scale as specified in Labor Law, Section 220-d, as amended.
- g. The CONTRACTOR specifically agrees, as required by the Labor Law, Section 220-e, as amended, that:
 - (1) in the hiring of employees for the performance of work under this Agreement or any subcontract hereunder, or for the manufacture, sale, or distribution of materials, equipment, or supplies hereunder, but limited to operation performed within the territorial limits of the State of New York, no CONTRACTOR, nor any person acting on behalf of said CONTRACTOR or SubCONTRACTOR, shall by reason of race, creed, color, sex, or national origin discriminate against any citizen of the State of New York who is qualified and available to perform the work to which the employment relates;
 - (2) no CONTRACTOR, nor any person on behalf of said CONTRACTOR or SubCONTRACTOR shall, in any manner, discriminate against or intimidate any employee hired for the performance of work under this Agreement on account of race, creed, color, sex, or national origin;
 - (3) there may be deducted from the amount payable to the CONTRACTOR, by the OWNER under this Agreement, a penalty of Fifty and 00/100 Dollars (\$50.00) for each person for each calendar day during which such person was discriminated against or intimidated in violation of the terms of this Agreement; and
 - (4) this Agreement may be canceled or terminated by the OWNER and all money due or to become due hereunder may be forfeited for a second or any subsequent violation of the terms or conditions of this section of this Agreement.
- h. The CONTRACTOR specifically agrees:
 - (1) that the CONTRACTOR will certify its payrolls and keep these certified records on site and available, and provide copies to the OWNER upon request.
 - (2) that, as part of the required posting of wage schedules, the CONTRACTOR will display on the jobsite, in a conspicuous place, posters and wallet size cards supplied by the Department of Labor which inform employees of their entitlement to receive prevailing wages and supplements as determined by the Department of Labor.

- (3) that the CONTRACTOR will provide each worker with a written notice informing the worker of the prevailing wage requirements for the job. The notice shall contain a simple statement or declaration for the worker's signature, which the CONTRACTOR shall obtain, attesting to the fact that the worker was given this information. Records must be maintained on site and made available, and copied to the OWNER upon request.

2. **NONDISCRIMINATION**

During the performance of this Agreement, the CONTRACTOR agrees as follows:

- a. The CONTRACTOR will not discriminate against any employees or applicant for employment because of race, creed, color, sex, national origin, age, disability, or marital status.
- b. If directed to do so by the Commissioner of Human Rights, the CONTRACTOR will send to each labor union or representative of workers with which the CONTRACTOR has or is bound by a collective bargaining or other agreement or understanding, a notice, to be provided by the State Commissioner of Human Rights, advising said labor union or representative of the CONTRACTOR's agreement under clauses a. through g. (hereinafter called "nondiscrimination clauses"). If the CONTRACTOR was directed to do so by the contracting agency as part of the bid or negotiation of this Agreement, the CONTRACTOR shall request said labor union or representative to furnish a written statement that said labor union or representative will not discriminate because of race, creed, color, sex, national origin, age, disability, or marital status, and that said labor union or representative will cooperate, within the limits of its legal and contractual authority, in the implementation of the policy and provisions of these nondiscrimination clauses and that it consents and agrees that recruitment, employment, and the terms and conditions of employment under this Agreement shall be in accordance with the purposes and provisions of these nondiscrimination clauses. If said labor union or representative fails or refuses to comply with said request that it furnish such a statement, the CONTRACTOR shall promptly notify the State Commissioner of Human Rights of said failure or refusal.
- c. If directed to do so by the Commissioner of Human Rights, the CONTRACTOR will post and keep posted in conspicuous places, available to employees and applicants for employment, notices to be provided by the State Commissioner of Human Rights setting forth the substance of the provisions of clauses a. and b. and such provisions of the State's laws against discrimination as the State Commissioner of Human Rights shall determine.
- d. The CONTRACTOR will state, in all solicitations or advertisements for employees placed by or on behalf of the CONTRACTOR, that all qualified applicants will be afforded equal employment opportunities without discrimination because of race, creed, color, sex, national origin, age, disability, or marital status.
- e. The CONTRACTOR will comply with the provisions of Sections 290-299 of the Executive Law and with the Civil Rights Laws, will furnish all information and reports deemed necessary by the State Commissioner of Human Rights under these nondiscrimination clauses and said sections of the Executive Law, and will permit access to the CONTRACTOR's books, records, and accounts by the State Commissioner of Human Rights, the Attorney General, and the

Industrial Commissioner for the purpose of investigation to ascertain compliance with these nondiscrimination clauses and said sections of the Executive Law and Civil Rights Laws.

- f. This Agreement may be forthwith canceled, terminated, or suspended in whole or in part, by the contracting agency upon the basis of a finding made by the State Commissioner of Human Rights that the CONTRACTOR has not complied with these nondiscrimination clauses, and the CONTRACTOR may be declared ineligible for future contracts made by or on behalf of the State or public authority or agency of the State, until the CONTRACTOR satisfies the State Commissioner of Human Rights that the CONTRACTOR has established and is carrying out a program in conformity with the provisions of these nondiscrimination clauses. Said finding shall be made by the State Commissioner of Human Rights after conciliation efforts by the Commissioner have failed to achieve compliance with these nondiscrimination clauses and after a verified complaint has been filed with the Commissioner, notice thereof has been given to the CONTRACTOR, and an opportunity has been afforded the CONTRACTOR to be heard publicly in accordance with the Executive Law. Said sanctions may be imposed and remedies invoked independently of or in addition to sanctions and remedies otherwise provided by law.
- g. The CONTRACTOR will include the provisions of clauses a. through f. in every subcontract or purchase order in such a manner that said provisions will be binding upon each SubCONTRACTOR or vendor as to operations to be performed within the State of New York. The CONTRACTOR will take such action in enforcing said provisions of said subcontract or purchase order as the State Commissioner of Human Rights or the contracting agency may direct, including sanctions or remedies for non-compliance. If the CONTRACTOR becomes involved in or is threatened with litigation with a SubCONTRACTOR or vendor as a result of said direction by the State Commissioner of Human Rights or the contracting agency, the CONTRACTOR shall promptly so notify the Attorney General, requesting the Attorney General to intervene and protect the interests of the State of New York.

3. **PROVISIONS REQUIRED BY LAW DEEMED INSERTED**

Each and every provision of law and clause required by law to be inserted into this Agreement shall be deemed to be inserted herein and this Agreement shall read and shall be enforced as though so included.

4. **COMPLIANCE WITH LAWS, RULES, AND REGULATIONS**

The CONTRACTOR shall comply fully with all applicable laws, rules, and regulations.

5. **CONTRACT DEEMED EXECUTORY**

The CONTRACTOR agrees that this Agreement shall be deemed executory to the extent of moneys available and that no liability shall be incurred by the OWNER beyond the moneys available therefor.

6. **OWNERSHIP OF DOCUMENTS**

Original drawings and specifications will become the property of the OWNER, and the CONTRACTOR may not use the drawings and specifications for any purpose not relating to the Project without the OWNER's consent. The CONTRACTOR may retain such reproductions of drawings and specifications as the CONTRACTOR may

reasonably require. Upon completion of the Work or any early termination of this Agreement, the CONTRACTOR will promptly furnish the OWNER with the complete set of original record prints. All such original drawings and specifications shall become the property of the OWNER who may use them, without the CONTRACTOR's permission, for any proper purpose including, but not limited to, additions to or completion of the Project.

7. TERMINATION

Termination for Cause

In the event that any provision of the Contract is violated by the CONTRACTOR or by any SubCONTRACTOR, the OWNER may serve written notice upon the CONTRACTOR of the OWNER's intention to terminate the Contract; such notice shall contain the reasons for the intention to terminate the Contract upon a date specified by the OWNER. If the violation or delay shall not cease or arrangements satisfactory to the OWNER shall not be made, the Contract shall terminate upon the date so specified by the OWNER. In the event of any such termination, the OWNER may take over the Work and prosecute same to completion by Contract or otherwise for the account and at the expense of the CONTRACTOR shall be liable to the OWNER for all costs occasioned the OWNER thereby. In the event of such termination the OWNER may take possession of and may utilize such materials, appliances, and plant as may be on the Site and necessary or useful in completing the Work.

Termination for Convenience

The OWNER, at any time, may terminate this Contract in whole or in part. Any such termination shall be effected by mailing or delivering to the CONTRACTOR a written notice of termination specifying the extent to which performance of Work under this Contract is terminated and the date upon which said termination becomes effective. Upon receipt of the notice of termination, the CONTRACTOR shall act promptly to minimize the expenses resulting from said termination. The OWNER shall pay the CONTRACTOR the costs actually incurred by the CONTRACTOR including any fee earned up to the effective date of said termination, but in no event shall the CONTRACTOR be entitled to compensation in excess of the total consideration of this Contract. In the event of said termination, the OWNER may take over the Work and prosecute same to completion by contract or otherwise and may take possession of and may utilize such materials, appliances, and plant as may be on the site and necessary or useful to complete the Work.

8. SUSPENSION OR ALTERATION

- a. The OWNER may order the CONTRACTOR in writing to suspend, delay, or interrupt performance of all or any part of the Work for a reasonable period of time as the OWNER may determine. The order shall contain the reason or reasons for issuance which may include, but shall not be limited to, the following: latent field conditions, substantial program revisions, acquisition of rights-of-way or real property, financial crisis, labor disputes, civil unrest, or Acts of God.
- b. Upon receipt of a suspension order, the CONTRACTOR shall, as soon as practicable, cease performance of the Work as ordered and take immediate affirmative measures to protect such Work from loss or damage.

- c. The CONTRACTOR specifically agrees that such suspension, interruption, or delay of the performance of the Work pursuant to this Item shall not increase the cost of performance of the Work of this Agreement.
- d. Time of Completion of the Work may be extended to such time as the OWNER determines shall compensate for the time lost by the suspension, interruption, or delay, such determination to be set forth in writing.

9. **LAWS OF THE STATE OF NEW YORK**

This Agreement shall be governed by the Laws of the State of New York.

10. **CODES**

Unless otherwise directed by the OWNER, the CONTRACTOR shall comply with all applicable codes and regulations required by law. Without limiting the generality of the foregoing, compliance with codes and regulations shall include, but shall not be limited to, those of the following which are applicable:

- a. Administrative Codes
- b. the Zoning Resolutions
- c. the State Building Code, NYS Uniform Fire Prevention and Building Code, latest edition
- d. Local Zoning Ordinances
- e. Local Building Codes
- f. the State Hospital Code

If Federal Aid is obtained for any facilities described herein, then any and all regulations imposed by the participating Federal Agency shall be complied with in the performance of this Agreement.

11. **GOVERNMENT PROVISIONS**

The CONTRACTOR shall comply with any applicable provisions or Acts of Congress, rules, regulations, and requirements of the Government of the United State of America. If there is a grant of money or loan of money by the Government of the United States of America for the Project, then the CONTRACTOR shall furnish any information and provide any assistance which the OWNER deemed necessary for the preparation of any certificates, reports, or materials required as a result of obtaining said grant or loan.

12. **COOPERATION**

The CONTRACTOR shall render any assistance which the OWNER may require with respect to any claim or action in any way relating to the CONTRACTOR's services during or subsequent to the design or construction of the Project including, without limitation, review of claims, preparation of technical reports and participation in negotiations both before and after it has otherwise completed performance of the Agreement and without any additional compensation therefor.

13. **LATE PAYMENT**

Timeliness of payment and any interest to be paid to the CONTRACTOR for late payment shall be governed by Section 2880 of the Public Authorities Law, to the extent required by law.

14. DEATH OF THE CONTRACTOR

If the CONTRACTOR is an individual and that CONTRACTOR shall die prior to the said completed performance of this Agreement, then the payment to the estate of said CONTRACTOR, pursuant to this Agreement, shall be made as if the Project or any part thereof had been suspended or altered on the date of the death of the CONTRACTOR. If the CONTRACTOR is a partnership and a partner shall die prior to the completed performance of this Agreement, the OWNER, in the OWNER's discretion, may deem the Project or any part thereof, suspended or altered on the date of said death or any date thereafter which the OWNER selects, and the payment to the estate of the deceased CONTRACTOR or the partnership, pursuant to this Agreement, shall be made as if the Project or any part thereof had been suspended or altered on the date of said death or such other date thereafter selected by the OWNER. The OWNER shall have the right to the immediate possession of all files of the CONTRACTOR relating to the Project, all plans and specifications in regard to the Project, and shall have a right to retain the services of another CONTRACTOR to complete the Project. If the CONTRACTOR is a professional or other corporation, then this paragraph shall not be applicable.

15. OWNER-CONTRACTOR RELATIONSHIP

The relationship created by this Agreement between the OWNER and CONTRACTOR is one of independent CONTRACTOR and it is in no way to be construed as creating any agency relationship between the OWNER and the CONTRACTOR nor is it to be construed as, in any way or under any circumstances, creating or appointing the CONTRACTOR as an agent of the OWNER for any purpose whatsoever.

16. PROTECTION OF LIVES AND HEALTH

Each CONTRACTOR and SubCONTRACTOR shall comply fully with all applicable provisions of the laws of the State of New York, the United States of America, and with all applicable rules and regulations, adopted or promulgated, by agencies or municipalities of the State of New York or the United States of America. The CONTRACTOR's and SubCONTRACTOR's attention is specifically called to the applicable rules and regulations, codes, and bulletins of the New York State Department of Labor and to the standards imposed under the Federal Occupational Safety and Health Act of 1970, as amended. The CONTRACTOR shall report on compliance to the OWNER or OWNER's Representative.

17. AFFIRMATIVE ACTION

- A. The CONTRACTOR agrees, in addition to any other nondiscrimination provision of the Contract and at no additional cost to the OWNER, to fully comply with and cooperate in the implementation of an Affirmative Action Plan designed to provide for equal employment opportunities for Minorities and Women, and a goal oriented Utilization Plan for Minority/Women Business Enterprise (M/WBE) participation in the performance of the Work, in such form and substance as herein stated. The CONTRACTOR further agrees to incorporate all Affirmative Action provisions of the Contract in all subcontracts, regardless of tier.
- B. The CONTRACTOR must submit to the OWNER, and the prospective SubCONTRACTOR's must submit to the CONTRACTOR, an Affirmative Action Plan which demonstrates its best efforts to provide for equal employment opportunities for Minorities and Women, and a goal oriented Utilization Plan for MBE/WBE participation in the performance of the Work, in such form and

substance as may be required by the OWNER. A meeting to review these submissions may be scheduled by the OWNER.

- C. These Affirmative Action provisions shall be deemed supplementary to, and not in lieu of the nondiscrimination provisions required by N.Y.S. Labor Law or other applicable Federal, State or local laws.
- D. In Accordance with Article 15A of the Executive Law and in conformance with the Regulations promulgated by the Minority and Women's Business Development Division of the New York State Department of Economic Development, the CONTRACTOR agrees to be bound by the following clauses. In any circumstances of uncertainty or conflict, the Regulations of the Minority and Women's Business Development Division supersede this information.

1. Utilization Plan; Waivers.

- a. The CONTRACTOR shall submit to the OWNER a Utilization Plan on forms provided by the OWNER within ten (10) days of notification of selection. The Utilization Plan shall list all SubCONTRACTOR's and suppliers the CONTRACTOR intends to use on the Contract and indicate which ones are M/WBEs. The Utilization Plan shall be prepared to achieve the participation goals indicated in the Request for Proposal.
- b. The OWNER will review the Utilization Plan and will issue to the CONTRACTOR a written notice of acceptance or deficiency within twenty (20) days of its receipt. A notice of deficiency shall include (i) the name of any M/WBE which is not acceptable for the purpose of complying with the M/WBE participation goals and the reasons why it is not acceptable; (ii) elements of the Contract scope of work which the OWNER has determined can be reasonably structured by the CONTRACTOR to increase the likelihood of participation in the Contract by M/WBEs; and (iii) other information which the OWNER determines to be relevant to the Utilization Plan.
- c. The CONTRACTOR shall respond to the notice of deficiency within seven (7) business days of receipt by submitting to the OWNER a written remedy in response to the notice of deficiency. If the written remedy which is submitted is not timely or is found by the OWNER to be inadequate, the OWNER shall notify the CONTRACTOR and direct the CONTRACTOR to submit, within five (5) business days, a request for a partial or total waiver of M/WBE participation goals on forms provided by the OWNER. Failure to file the waiver form in a timely manner may be grounds for disqualification of the bid.
- d. The CONTRACTOR who has made good faith efforts to obtain commitments from M/WBE SubCONTRACTOR's and suppliers prior to submitting its Utilization Plan may submit a request for waiver at the same time it submits its Utilization Plan. If a request for waiver is submitted with the Utilization Plan and is not accepted by the OWNER at that time, the provisions of clauses (b) and (c), regarding the notice of

deficiency and written remedy will apply. In this case, the CONTRACTOR may submit a second request for waiver as directed by the OWNER.

- e. If the CONTRACTOR does not submit a Utilization Plan, remedy deficiencies in a Utilization Plan, submit a request for waiver, or if the OWNER determines that the Utilization Plan does not indicate that the M/WBE participation goals will be met and/or that the CONTRACTOR has failed to document good faith efforts, the OWNER may disqualify the CONTRACTOR as being not-responsible.
- f. The CONTRACTOR shall attempt to utilize, in good faith, any MBE or WBE identified within its Utilization Plan, at least to the extent indicated in the Plan.

2. Administration Hearing on Disqualification

- a. If the OWNER disqualifies a CONTRACTOR for any of the reasons set forth in (1) (e) above, the CONTRACTOR shall be entitled to an administrative hearing, on the record, before a hearing officer appointed by the OWNER to review the determination of disqualification and non-responsibility of the CONTRACTOR.
- b. The hearing officer's determination shall be the final determination of the OWNER. Such final administrative determination shall be reviewable by a proceeding brought pursuant to Article 78 of the Civil Practice Law and Rules, provided such proceeding is commenced within thirty (30) days of notice given by certified mail, return receipt requested, rendering such final administrative determination in accordance with the provisions of Section 313 of the Executive Law.

3. Good Faith Efforts

In order to show that it has made good faith efforts to comply with the M/WBE participation goals of this Contract, the CONTRACTOR shall submit such documentation as will enable the OWNER to make a determination in accordance with the criteria set forth in Section 313 of the Executive Law and the Rules and Regulations promulgated thereunder.

4. Compliance Reports

The CONTRACTOR shall submit, and shall require SubCONTRACTOR's to submit, compliance reports on forms and at intervals established by the OWNER. Reports not submitted at such times as required by the OWNER shall be cause for the OWNER to delay implementing scheduled payments to the CONTRACTOR.

5. CONTRACTOR's Failure to Meet M/WBE Participation Goals

- (a) If the CONTRACTOR, after making good faith efforts, is unable to comply with a Contract's M/WBE participation

goals, the CONTRACTOR may submit a request for a partial or total waiver on forms provided by the OWNER documenting good faith efforts by the CONTRACTOR to meet such goals. If the documentation required with the request for waiver is complete, the OWNER shall evaluate the request and issue a written notice of acceptance or denial within twenty (20) days of receipt.

- (b) If the OWNER, upon review of the CONTRACTOR's Utilization Plan and compliance reports, determines that the CONTRACTOR is failing or refusing to comply with the Contract's M/WBE participation goals, and no waiver has been issued in regards to such non-compliance, the OWNER may issue a notice of deficiency to the CONTRACTOR. The CONTRACTOR must respond to the notice to deficiency within seven (7) days of receipt. Such response may include a request for partial or total waiver of M/WBE participation goals.

6. CONTRACTOR and OWNER Complaints; Arbitration

- (a) Subsequent to the award of this Contract, if the CONTRACTOR submits a request for waiver of M/WBE participation goals and the OWNER denies the request or fails to respond in any way within twenty (20) days of receiving it, or if the CONTRACTOR has received a written determination from the OWNER that the CONTRACTOR is failing or refusing to comply with goals, the CONTRACTOR may file a complaint with the Director, Division of Minority and Women's Development in the Department of Economic Development ("Director"), according to the provisions of Section 316 of the Executive Law. The complaint must be filed within twenty (20) days of the OWNER's receipt of the request for waiver, if the OWNER has not responded in that time, or within twenty (20) days of a notification that the request has been denied by the OWNER or within twenty (20) days of receipt of notification from the OWNER that the CONTRACTOR is failing or refusing to comply with goals.
- (b) If the CONTRACTOR fails or refuses to comply with goals for participation by M/WBEs as established by this Contract, the OWNER may file a complaint with the Director pursuant to Section 316 of the Executive Law.
- (c) A complaint shall set forth the facts and circumstances giving rise to the complaint together with a demand for relief.
- (d) The party filing a complaint, whether the CONTRACTOR or the OWNER, shall deliver a copy to the other party. Both the complaint and the copy shall be delivered by either personal service or by certified mail, return receipt requested.
- (e) Upon receipt of a complaint the Director shall provide the party against whom the complaint has been filed with an opportunity to respond to the complaint. If within thirty (30) days of receipt of the complaint the Director is unable to

resolve the complaint to the satisfaction of the OWNER and the CONTRACTOR, the complaint shall be referred to the American Arbitration Association for resolution pursuant to Section 316 of the Executive Law and the applicable requirements of Article 75 of the Civil Practice Law and Rules.

- (f) Upon conclusion of the arbitration proceeding, the arbitrator will submit to the Director his or her award regarding the alleged violation of the Contract or refusal of the OWNER to grant a waiver request by the CONTRACTOR. The award of the arbitrator with respect to the alleged violation of the Contract or the refusal of the OWNER to grant a waiver shall be final and may be vacated or modified only as provided by Article 75 of the Civil Practice Law and Rules.
- (g) Upon conclusion of the arbitration proceedings and the rendition of an award, the arbitrator will also recommend to the Director a remedy including, if appropriate, the imposition of sanctions, fines or penalties. The Director will either (i) adopt the recommendation of the arbitrator; (ii) determine that no sanctions, fines or penalties should be imposed; or (iii) modify the recommendation of the arbitrator, provided that such modification shall not expand upon any sanction recommended or impose any new sanction, or increase the amount of any recommended fine or penalty.
- (h) The Director, within ten (10) days of receipt of the arbitrator's award and recommendations, will issue a determination of such matter and shall cause a copy of such determination to be served upon the respondent by personal service or by certified mail, return receipt requested. The determination of the Director as to the imposition of fines, sanctions, or penalties shall be reviewable pursuant to Article 78 of the Civil Practice Law and Rules.
- (i) The determination of the OWNER or the CONTRACTOR to proceed with a complaint shall not preclude the OWNER, in its discretion, from pursuing any other remedies which it may have pursuant to law and contract.

7. Subcontracts

The CONTRACTOR will include the provisions of paragraphs three (3.) and six (6.) above in every subcontract, in such manner that such provisions will be binding upon the SubCONTRACTOR as to work in connection with this Contract.

- E. The following forms are to be used in submitting Affirmative Action Plans and are hereby made a part of the Contract:

- 1. CONTRACTOR's Utilization Plan, Minority & Female (EEO-1)
- 2. CONTRACTOR's Utilization Plan (EEO-6)
- 3. Contract Activity Summary (EEO-6b)
- 4. Six-Month Utilization Workforce Projection Schedule (EEO-7)
- 5. CONTRACTOR's Permanent Employee Distribution (EEO-8)

- 6. Compliance Report (SC11A)
- 7. Request for Waiver (Waiver)

18. N.Y.S. UNIFORM CONTRACTING QUESTIONNAIRE

- A. In order to assist the OWNER in determining the responsibility and reliability of the vendor selected for the Contract and to effectuate the directives of Executive Order No. 125, the Council of Contracting Agencies has adopted procedures to collect and exchange relevant information among Contracting Agencies.
- B. When directed by the OWNER, prior to the award of any Contract valued at \$10,000 or more, the selected vendor shall, within ten (10) days following either oral or written notice that it must comply, submit, in the form provided by the OWNER, a duly executed Uniform Contracting Questionnaire to the OWNER at the following address:

Dormitory Authority -- State of New York
Uniform Contracting Questionnaire Responsibility Information Officer
161 Delaware Avenue
Delmar, New York 12054-1398
- C. The information contained in the Uniform Contracting Questionnaire will serve as an informational resource to aid the OWNER in making an award determination.
- D. Duly executed Uniform Contracting Questionnaires submitted to the OWNER or any other Contracting Agency shall be effective for a period of one year from their execution provided that the facts attested therein have remained unchanged.
- E. The CONTRACTOR may submit a copy of a previously executed Uniform Contracting Questionnaire if it is submitted within one year of its Date of Execution and provided that it is accompanied by a duly executed Affidavit of No Change on the form supplied by the OWNER.

19. PROHIBITED INTERESTS

- A. Officers and employees of the OWNER are bound by Sections 73, 73-a and 74 of the Public Officers Law. In addition, no officer, employee, architect, attorney, engineer, inspector or CONTRACTOR of or for the OWNER authorized on behalf of the OWNER to exercise any legislative, executive, administrative, supervisory or other similar functions in connection with the Contract or the Work, shall become personally interested, directly or indirectly, in the Contract, material supply contract, subcontract, insurance contract, or any other contract pertaining to the Work.
- B. Employees of the OWNER are bound by Sections 73 (5) and 74 of the New York State Public Officers Law and New York State Ethics Commission Advisory Opinion No. 94-16 with respect to the solicitation, acceptance or receipt of gifts, gratuities, stipends or other things of value from entities having a direct or indirect business interest with the OWNER. Employees are prohibited from soliciting, accepting or receiving from the CONTRACTOR anything with a value of \$75 or more, or anything, regardless of value, that would constitute a substantial conflict with the proper discharge of the employee's duties in the public interest. The CONTRACTOR agrees that its directors, officers and employees will abide by the aforementioned provisions in